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Title: **Associated General Contractors of America, Construction Industry Council (Heavy, Highway & Tunnel Agreement) and Laborers International Union of America (LIUNA), Local 17 (2005)**

K#: **8154**

Employer Name: **Associated General Contractors of America, Construction Industry Council (Heavy, Highway & Tunnel Agreement)**

Location: **Hudson Valley NY**

Union: **Laborers International Union of America (LIUNA)**

Local: **17**

SIC: **1611**

NAICS: **23731**

Sector: **P**

Number of Workers: **1000**

Effective Date: **05/01/05**

Expiration Date: **04/30/08**

Number of Pages: **56**

Other Years Available: **N**

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K 8154



**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
LOCAL No. 17**

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NEWBURGH, NEW YORK 12550

**HEAVY, HIGHWAY AND TUNNEL  
AGREEMENT**

Between

**LOCAL UNION NO. 17**

**Laborers International Union  
Of North America**

And

**ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA**

And

**CONSTRUCTION INDUSTRY COUNCIL**

**May 1, 2005 - April 30, 2008**

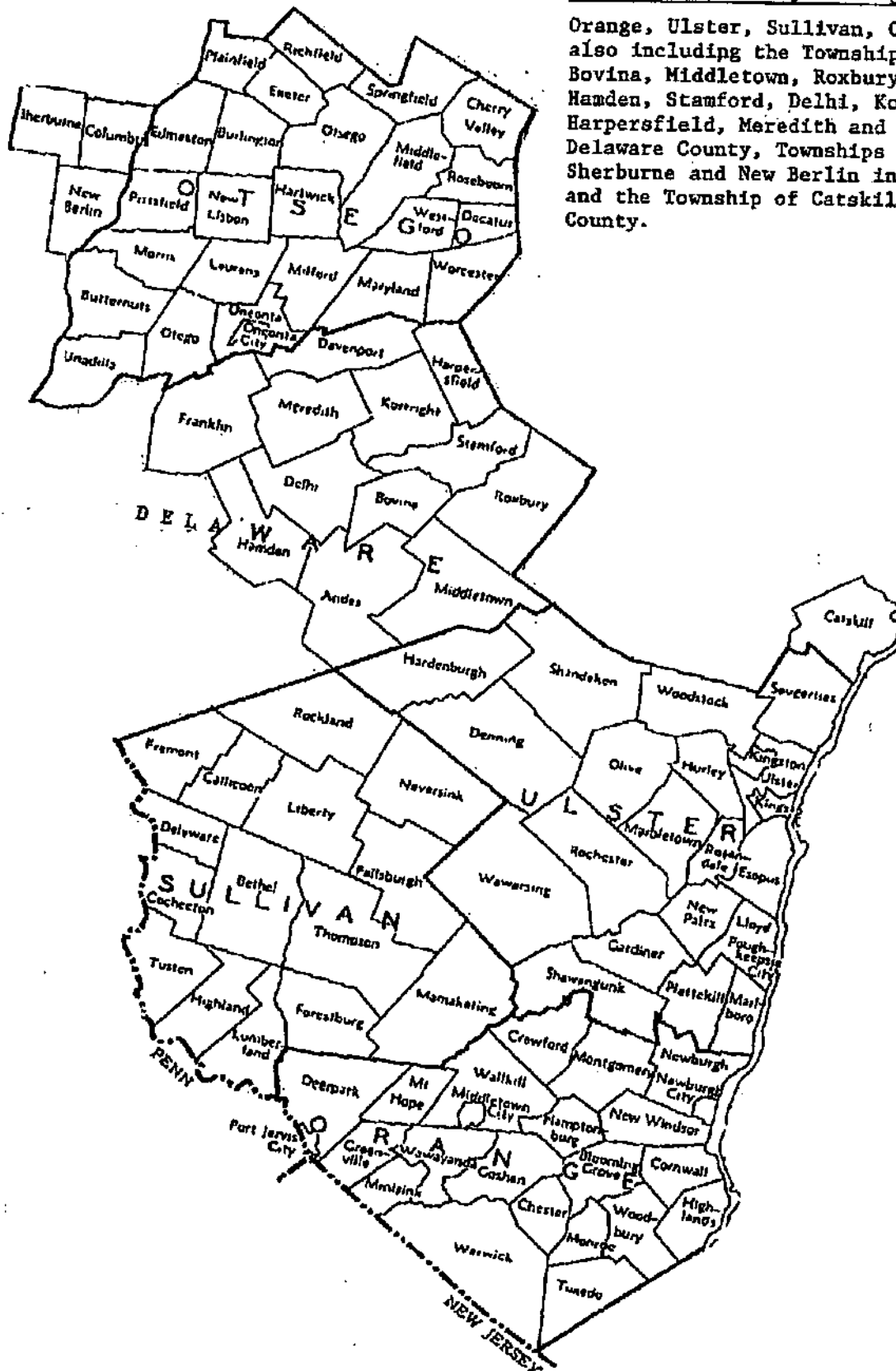




LOCAL 17

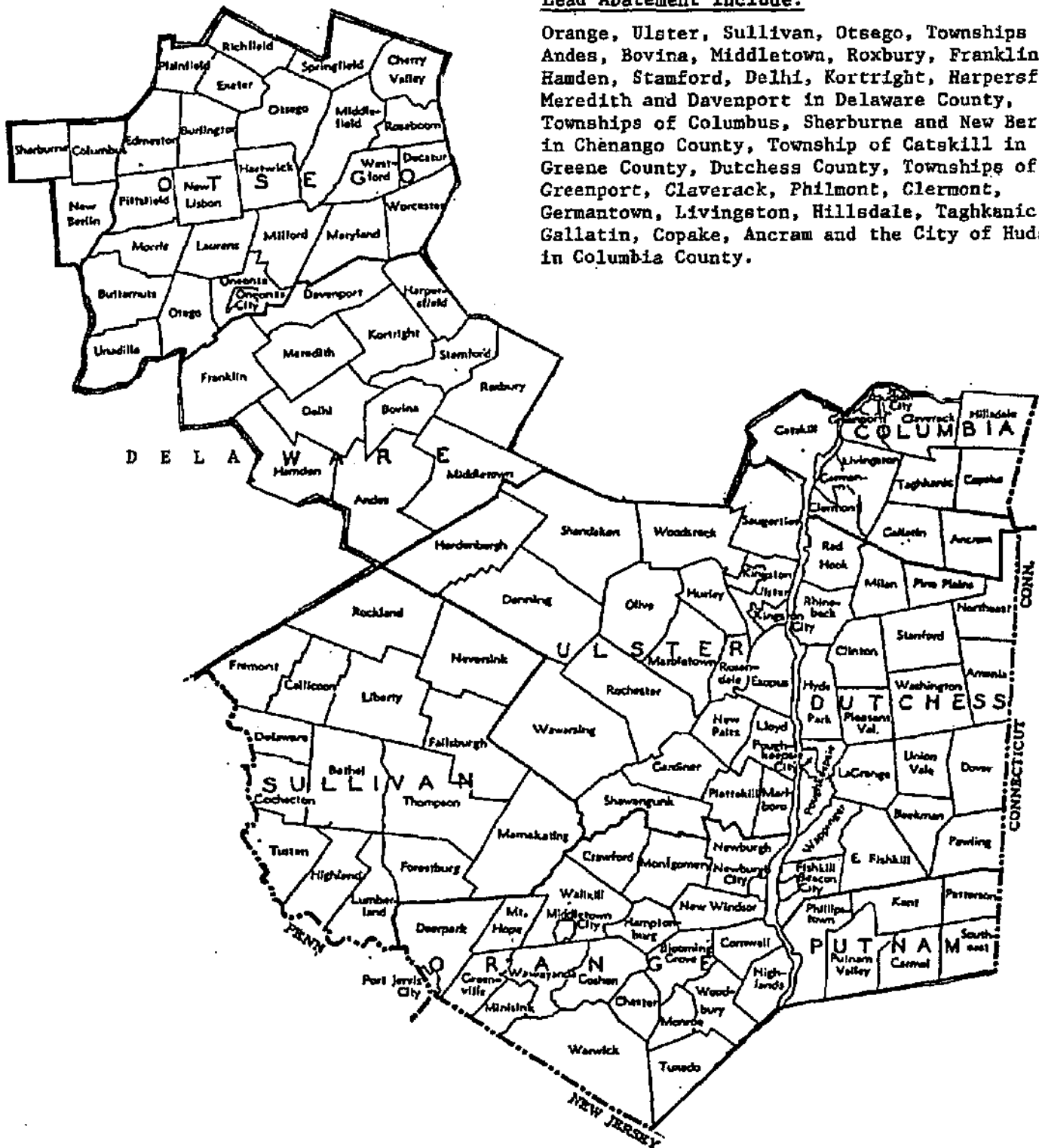
Counties Covered By This Agreement:

Orange, Ulster, Sullivan, Otsego and also including the Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith and Davenport in Delaware County, Townships of Columbus, Sherburne and New Berlin in Chenango County and the Township of Catskill in Greene County.



Counties Covered By This Agreement For  
Asbestos, Toxic, Hazardous Waste and  
Lead Abatement Include:

Orange, Ulster, Sullivan, Otsego, Townships of  
Andes, Bovina, Middletown, Roxbury, Franklin,  
Hamden, Stamford, Delhi, Kortright, Harpersfield.  
Meredith and Davenport in Delaware County,  
Townships of Columbus, Sherburne and New Berlin  
in Chenango County, Township of Catskill in  
Greene County, Dutchess County, Townships of  
Greenport, Claverack, Philmont, Clermont,  
Germantown, Livingston, Hillsdale, Taghkanic,  
Gallatin, Copake, Ancram and the City of Hudson  
in Columbia County.



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## **THE LABORERS' JURISDICTION**

### **TENDING MASONS, PLASTERERS, CARPENTERS, AND OTHER BUILDING AND CONSTRUCTION CRAFTS**

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials, to such mechanic, whether by bucket, hod, wheelbarrow, pump, buggy or other motorized unit used for such purpose, including fork lifts and high fork lifts, distribution of drinking water and tools.

Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to stockpiles.

Drying of plaster, concrete, mortar or other aggregate, when done by temporary heat or any other drying process.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building construction area. The general cleanup, including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material for all trades, washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory and all fixtures and facilities therein. Cleanup mopping, washing, waxing and polishing or dusting of all floor or areas.

The aging, sealing, covering and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

### **Scaffolds**

The erection, planking and removal of all scaffolds for laborers, lathers, plasterers, bricklayers, masons and other construction trade crafts requesting laborers to perform the work as well as the building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof.

**Site Preparation and Clearance  
Transportation, Transmission Lines and Backfill**

All digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams and dikes, irrigation trenches, canals and all handling, filling and placing of sand bags, connected therewith. Drilling under the Laborers jurisdiction, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines.

Preparation and compacting of roadbeds for railroad track laying. Highway construction and the preparation of trenches, footings, etc. for cross-country transmission by pipelines or electric transmission or underground lines or cables.

On-site preparation and right-of-way for clearance, for construction of any structures, or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical hand held cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Coke setters, off bearers, lumber handling and all laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or re-installation of all fences. Clean-up of right-of-way, including tying on, signaling, stacking of brush, trees or other debris, and burning where required.

All soil test operations of semi and unskilled labor, such as filling of sandbags, handling timber and loading and unloading of same.

**Excavations & Foundations**

All excavation and backfill for buildings, structures and all other construction: digging, grading, grade checking, backfilling and compacting for footings, foundation walls, columns, piers, gradebeams, concrete curbs and flatwork.

**Concrete, Bituminous Concrete and Aggregates**

(a) Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors, piling, caissons or any other construction. Mixing, handling, conveying, pouring, pumping, vibrating, gunniting and otherwise placing concrete or aggregate,



whether done by hand or any other process, all curing, tacking and/or bonding of bituminous or concrete. Wrecking, stripping, dismantling and handling concrete forms and false work, the setting of all steel and wood forms. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick or similar methods, the hooking on, signaling, (whether in the open or in the blind) dumping and unhooking the bucket. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding or screeding, by hand or mechanical means prior to finishing. All concrete forming and finishing for sidewalks, curbs, aprons, runways, driveways and other related flatwork. Where pre-stressed or pre-cast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. All cutting of concrete or aggregate in any form by hand, mechanical means, grindstones, saws, air or water.

(b) The filling and patching of voids, crevices, etc. to correct defects in concrete caused by leakage, bulging, sagging, etc.

(c) The hand loading, unloading, carrying, distributing and handling of rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used.

(d) All work on interior concrete columns, foundations for engine and machinery beds.

(e) The stripping of forms, which are to be re-used and the stripping of all forms on flat arch and final stripping. The moving, cleaning, oiling and carrying of all forms to the next point of erection. The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pot or hoppers on sand-blasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

(f) The applications of protective coating to all concrete or aggregate surfaces including epoxy or any other treatment.

(g) All work related to duct banks.

### **Streets, Ways and Bridges**

Work in the excavation, preparation, concreting, asphalt bituminous concrete and mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches, and slope walls and the grading and landscaping thereof, and all other labor connected therewith, including the setting and removal of signs, barricades and barriers of all types. Cleaning, grading, fence, guard rail and temporary ground mounted and permanent non-overhead sign installation and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of road-beds and sub-grade for all paving, including excavation, dumping and spreading of sub-grade material, ramming or otherwise compacting, setting, leveling and securing, or bracing of metal or other road forms and expansion joints, including placing or reinforcing, mats, or wire mesh, for the above work. Loading, unloading, placing, and handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand. All temporary reflective type material and striping, all permanent trafficking & reflective devices.

Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefore. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installation of all joints, stripping, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. Work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, brick pavers, stone pavers, pre-cast curb, metal curb, granite curb, manufactured curb, sta-wall, rip-rap, jersey barriers, sound barriers, retaining walls, decorative or modular walls such as stone, wood, metal, concrete or other materials, and the preparation of surfaces to receive same. All unloading, handling and installation of unassembled or assembled box culverts or structural plate for any use.

### **Trenches, Manholes, Handling and Laying of Pipe, etc.**

Cutting of streets and ways for laying of pipe, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or hammering of streets, roads, sidewalks or aprons by hand or by the use of other

equipment. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to the laying of pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, grinding, wrapping, coating, treating, handling and laying of water mains, gas mains, electrical conduit, communication conduit and all pipe, whether temporary or permanent, including placing, setting and removal of skids. Cribbing, driving of sheet pilings, lagging and shoring of all ditches, trenches and manholes. Handling mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipe, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping. Setting, placing, welding, bolting or fusing of gas, water, chemical, fossil fuel, liquid, waste and etc. The setting of light stations, poles, manholes, junction boxes, all non-metallic or metallic pipe or conduit, the pulling of all electrical, communications and fiber optic or wire.

### **Trenchless Technology**

The work coming under the jurisdiction of the Union and covered by the terms of this Agreement includes all work to be performed by employees of the Employer at a site of construction alteration, or repair, including but not limited to the Trenchless Technology Technician/Laborer's work for the preparation, cleaning, inspecting, documenting, cameraing, installation, fusing, cutting and subsequent handling and utilization of materials and equipment falling under laborers' jurisdiction needed for sliplining, close-fit lining, spray lining, cured-in-place lining, localized repair and sealing, manhole renovating, pipe bursting, impact moling and ramming, guided boring, pipe jacking and microtunneling processes, as well as all work necessary or incidental to performing the Employer's operations in a safe and efficient manner.

### **Heavy, Shaft, Tunnels, Subways and Sewers**

Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air, including but not limited to drilling and blasting, mucking and removal of material from the tunnels and shafts, the cutting drilling and installation of material used for timbering or re-timbering, lagging, bracing, propping or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting

of rods for the same. Pouring, pumpcreting, gunniting, and finishing of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavating or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc. and their approaches. All concrete work as described above including pouring pilings and caissons and in addition, the hooking on, signaling and dumping of concrete for team work over water on caissons, pilings, abutments, etc. Excavating, grading, grade preparation and landscaping or approaches, installation of pipe, gratings and grill work for drains or other purposes. All unloading, handling and installation of unassembled or assembled box culverts or structural plate for any use.

### **Compressed Air**

In compressed air, all work underground or in compressed chambers, including tending of the outer air lock. All work in compressed air construction, including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mortar men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators, form men, concrete blower operators, cement operators, keyboard operators power knife operators, erector operators, pebble placer operators, car pushers, group machine operators, steel setters, cage tenders, skimmers, track layers, dumpmen, diamond drillers, timbermen and retimmermen, cherry pickmen, nippers, chucktenders, cable tenders, vibrator men, jetgunmen, gunnite nozzlelemen, gunmen, reboundmen and all other work connected therewith.

### **Sewers, Drains, Culverts and Multiplate**

Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling lagging, bracing, shoring, and cribbing, breaking of concrete, backfilling, tamping, resurfacing, and paving of all ditches in preparation for the laying of all pipe, including the setting up and operation of laser beams by any mode or method. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers, and storm sewers, and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer to side sewer to building or structure except that employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision.) Laying, leveling and making of the joint of all multicell conduit or multipurpose

pipe. Cutting the holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields. The lining of all pipe, catch basin, or manholes whether by hand or any other method. Pipe lining and relining. All unloading, handling and installation of unassembled or assembled box culverts or structural plate for any use. Handling and dismantling of wellpoint piping.

#### **Underpinning, Lagging, Bracing, Propping and Shoring**

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures, raising of structure by manual or hydraulic jacks or other methods. Work on house moving, shoring, and underpinning of structures. Loading, signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Clean-up and back-filling, landscaping old and new site.

#### **Drilling and Blasting**

All work related to drilling or boring consisting of but not limited to welding, tending, operating, setting up of, dismantling of, jackhammering, bitgrinding and blasting. Operation of all rock and concrete drills, including carrying, handling, laying out of hoses. Steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to the point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging and road guarding.

#### **Signalmen**

Signalmen, including watchmen, flagmen, and dumpmen, etc. on all construction work defined herein, including traffic control signalmen, at construction sites.

### **General Excavation and Grading**

The clearing, excavating, filling, backfilling, grading, seeding and landscaping of all sites for all purposes, and semi and skilled labor therewith.

### **General Laborers**

Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or re-conditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semi-skilled nature including laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, toolroom men, garbage and debris handlers and cleaners.

### **Pits, Yards, Quarries, Etc.**

All drillers, blasters and/or powdermen, nippers, signalmen, laborers in quarries, crushed stone yards, and gravel and sand pits and other similar plants, including temporary and portable Batching Plants, screening plants and crushing plants.

### **Wrecking**

This will include demolition, dismantling and alterations on industrial plants, commercial work and non-commercial work. The wrecking or dismantling of buildings, bridges and all structures. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. Hooking and signaling when materials for salvage or scrap are removed by crane or derrick. Loading and unloading of materials carried away from the site of wrecking. Work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. Clean-up, removal of debris, burning, back-filling and landscaping of the site of wrecked structure.

### **Railroad Track Work (New Construction)**

Right-of-way clearance as described above, excavation, grading, sub-grading, ballasting, and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties at point of installation. All burning or otherwise cutting of track, setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/ or relocation of mainlines, shoe flies,

gradings, siding, crossing, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences.

#### **Toxic Waste, Hazardous Waste and Landfill Work**

The following work involving the removal of hazardous chemicals and/or contaminated materials and the remediation of hazardous waste sites including but not limited to the following: the unloading of materials; road and site access construction and/or improvements; installation of security fences and barriers; security services; drainage and sediment control systems; construction of leachate containment systems; construction of temporary staging/storage areas including construction of any buildings, berms/dikes for these areas and the lining of same; construction of decontamination systems for both personnel and equipment; setting up and dismantling of all scaffold; general maintenance of site including excavation and grading; setup, operation, maintenance and cleaning of breathing air systems, personal protective equipment, sampling and air monitoring equipment; actual removal of all hazardous materials and contaminated items regardless of media (soils, sludges, residues, sediments, liquids, drums, containers, etc.); drum/container excavation; drum/container opening and sampling; drum/container handling, patching, deheading, crushing, overpacking, pumping, staging, and on site transportation; decontamination of all equipment and personnel; collection, pre-treatment, and all disposal of decontamination operations; waste bulking; clean up and containment of spills and leaks; groundwater and soil sampling; confined space entry for purposes including but not limited to sampling, maintenance, cleaning, and/or material removal; air monitoring as required for safe operations; setup and maintenance of all equipment and systems used as engineering controls; packaging, drumming and labeling of all materials for disposal; installation and maintenance of any liner system not limited to capping of sites, underground liners, etc.; construction and maintenance of any slurry wall system for leachate containment; loading of materials for removal from jobsite; setup, operation, and maintenance of all equipment for on-site water/leachate treatment, on-site waste/soil incineration, in-situ air stripping of soil, soil washing, soil flushing, soil venting, soil vitrification, underground dynamic stripping and any other method of on-site treatment of contaminated media; all work related to final cleanup of the site. All technician work including but not limited to stitching, seaming, heat welding and by any means mode or method, all bio remediation and phyto remediation work. Including but not limited to phyto-extraction, phyto-degradation, phyto-stabalization, phyto-volatization, rhizofiltration and rhizodegradation.

### **Lead Abatement**

The following work including the removal of lead based paint from all structures or other contaminated media including but not limited to the following: unloading of materials; setup and maintenance of decontamination systems including cleaning of same; setup and maintenance of water collection systems from decontamination; construction, setup, and maintenance of all airtight enclosures, storage buildings, containment systems including the hanging of all plastic as required; setup, operation, and maintenance of all equipment and systems used as engineering controls including but not limited to negative air machines, exhaust fans, ventilation hoods; setting up and dismantling of all scaffold; setup and maintenance of all equipment used for the removal of lead based paint including but not limited to wet/dry abrasive blasting, wet/dry scraping, chemical stripping systems, wet/dry sanding, needle gun and vacuum systems; replacement of items contaminated with lead based paint; encapsulation of surfaces; collection, bagging, packaging and labeling of materials for disposal; setup, operation, maintenance and cleaning of all breathing air systems, personal protective equipment, tools and sampling equipment; loading of materials for removal from jobsite; final cleanup including HEPA vacuuming and wash down; tear down and loading of equipment.

### **Asbestos**

The following work involving the removal of asbestos and asbestos contaminated materials including but not limited to the following: unloading of materials; set up and maintenance of decontamination systems including cleaning of same; construction and maintenance of any buildings or areas for storage of equipment, tools, and/or asbestos contaminated material; setup and maintenance of water filtration systems from decontamination systems; construction, setup, and maintenance of all airtight enclosure and containment systems including the hanging of all plastic as required; setup, operation and maintenance of all equipment and systems used as engineering controls including but not limited to negative air machines and mixing/spraying systems for amended water; setting up and dismantling of all scaffold; setup and maintenance of temporary lighting and heating systems; actual removal of all asbestos and asbestos contaminated material by any approved mode or method; bagging, packaging, and labeling of materials for disposal; setup, operation, maintenance and cleaning of all breathing air systems, personal protective equipment, and sampling equipment; loading of materials for removal from the jobsite; final cleanup, tear down, loading of equipment and all related work.



### **Use and Transportation of Tools and Materials**

Operation of all hand, pneumatic, electric, motor, water, steam, combustion or air driven tools, concrete saws or equipment necessary for the performance of work described herein, including carryable pumps (pumps under 4 inches), walk-behind fork lift, walk-behind rollers or wackers (with or without levers), walk-behind vibrators (with or without levers), all walk-behind concrete saws regardless of type, (self-propelled or manual), gunnite nozzle and machine man, wagon drill operators, air track or similar, walk-behind power roller (one [1] or two [2] barrel), combination tamper and vibrator, walk-behind roller and tamper and power wheelbarrows, buggies, (power and pressure blasting equipment, excluding compressor) transit, level, Hilti and steam jenny, walk-behind grooving machines, provided they pertain to jurisdiction of Laborers' work. Also the operation of lasers in conjunction with work covered by this agreement. Transportation of all tools and materials used in conjunction with work performed by Laborers.

### **Temporary Heat**

All coke, oil, bottled gas, or similar type heaters that are used to provide temporary heat for the drying of masonry, concrete, or any other purpose shall be the work of the laborers. A laborer will be on the job at all times whenever temporary heaters are in use. Whenever more than twenty (20) heaters are being fueled they shall require an additional laborer. The union and the employer shall negotiate terms and conditions for this work beyond the normal work week or any other abnormal conditions.

### **Temporary Power and Lights**

The use of generators, or any source of power to perform the work of laborers' jurisdiction. The handling, maintaining, tending, thereof.

The use of temporary lighting for the purpose of laborers work, the setting up, handling, maintaining and tending thereof.

### **Striping and Marking**

Striping and marking of all pavements. The layout, cleaning and the actual application of all striping and marking when done by hand or machine shall be the work of laborers, except when a truck-mounted machine is used, the laborers shall assist the operation by supplying and remain doing layout, cleaning, flagging and all phases prior to application. The installation of all reflective traffic and pavement markings.

### **Maintenance and Service**

Maintenance and service of equipment and tools of the trade, the fueling and everyday maintenance thereof.

### **Waterproofing, Vapor Barriers, Moisture Barriers, Insulation, etc.**

Unloading, handling, applying and/or installing all types of waterproofing on footings, foundation walls, pits and other such areas below finished grade. The unloading, handling, placing, laying and/or installing of all types of vapor and moisture barriers, including but not limited to polyethylene, below finished grade and on all sub-grade earth. The unloading, handling, setting, placing and/or installing of all types of insulation, including but not limited to styrofoam and urethane, on footings, foundation walls, pits and all areas below grade including placing and/or installing all types of insulation in connection with masonry work whether above or below grade. The work shall include all installation and maintenance.

### **Watchmen and Security Guards**

When Watchmen and Security Guards are needed for the security of the contractors' equipment and material or for State safety precautions or patrol, it shall be the work of the laborers covered by this Agreement. Watchmen and Security Guards are to remain on job at all times including during labor disputes, at the discretion of the employer.

### **Traffic Control**

All flagmen, gatemen, traffic directors or any person engaged in directing traffic, protecting crossings, safeguarding the public or any private persons or property, or otherwise engaged in any other safety duties work covered under this agreement shall be the work of the laborers.

### **Area Practice**

The work defined in this Agreement which is attached and specifically incorporated herein by reference, is as granted now or in the future to the Laborers' International Union of North America Local 17 and both parties to this Agreement shall adhere to and abide by the said provisions, provided any such work assignment shall not be in conflict with existing area practices.

**AGREEMENT**  
**Local Union No. 17**  
**Laborers International Union**  
**of North America**  
**and**  
**Labor Relations Division, Hudson Valley Region of the**  
**Associated General Contractors of America**  
**New York State Chapter, Inc.**  
**&**  
**Construction Industry Council of Westchester & Hudson Valley, Inc**

**PREAMBLE**  
**ARTICLE 1**

**AGREEMENT** made and entered into this 1st day of May, 2005 by and between the Labor Relations Division, Hudson Valley Region of the Associated General Contractors of America, New York State Chapter, Inc., and Construction Industry Council of Westchester & Hudson Valley Region, Inc. hereinafter referred to as the "Association," acting for and on behalf of its present and future members, hereinafter referred to as the "Employer," and the Laborers International Union of North America Local No. 17, an unincorporated association, having principal office, 451A Little Britain Road, Newburgh, New York, 12550, hereinafter referred to as the "Union," with counties covered by the Agreement to include Orange, Ulster, Otsego, Sullivan and also including the Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith and Davenport in Delaware County, Townships of Columbus, Sherburne and New Berlin in Chenango County and the Township of Catskill in Greene County. Include Dutchess County, Townships of Greenport, Claverack, Philmont, Clermont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, City of Hudson in Columbia County for asbestos, toxic, hazardous waste and lead abatement.

This Agreement is to cover all Heavy and Highway Construction and also all Tunnel, Shaft and Caisson work pertaining to Shaft and Tunnel contracts, also shield driven tunnels in free air and mixed face and soft ground liner plate tunnels in free air.

All clauses pertaining solely to Shaft, Tunnel and Caisson work will be identified throughout the contract with a (T) at the beginning and end of each clause. All other Clauses in the contract pertain to both Heavy and Highway Construction and Shaft, Tunnel and Caisson work.

(T) The Shaft, Tunnel and Caisson portions of this contract shall be reopened upon 30 days notice, solely to negotiate conditions and working hours for work under compressed air, with the Labor

Relations Division of the Associated General Contractors of America, New York State Chapter, Inc. and The Construction Industry Council, if the necessity arises. (T)

#### DEFINITION

#### ARTICLE 2

This Agreement is to cover all Highway and Heavy Construction which for the purposes of this Agreement is defined as including but not limited to new construction, replacement, rehabilitation, renovation, resurfacing and maintenance of: highways, roads, streets, alleys, driveways, parkways, parking areas, airports, runways, grade crossings, sidewalks, curbs, aprons, guard rails, fences, culverts, athletic fields and courts, highway and railroad bridges and similar structures, railroad and street railway construction projects, sewers, sewage treatment projects and plants, ecology and environmental control projects, transfer stations, incinerators, waste disposal burn centers, waste to energy plants, gas processing plants, water mains, grade separations, foundations, abutments, retaining walls, viaducts, duct bank installation and encasement, shafts, tunnels, caissons, subways, track elevations, elevated highways, drainage projects and structures, reclamation projects, reservoirs, water supply projects, water filtration projects, pure water works, power plants, water power developments, hydro-electric developments, transmission lines, conduit projects, duct lines, pipe lines, docks, dams, dikes, levees, irrigation and flood control projects, channel cutoffs, channels, intakes and intake structures, dredging projects, jetties, breakwaters, locks, piers, piledriving, landscaping, pump stations, electrical substations, landfills, swimming pools, buildings and structures to be demolished, all earth moving and general site excavation work.

This Agreement applies to all construction as referred to above including all phases of above referenced building structures which shall be covered under this agreement. All other Building Construction with the exception of all site work, excavation and backfill shall be deemed part of the Building Agreement. All excavation and backfilling for electrical, plumbing and mechanical shall be deemed part of this agreement.

The Agreement is applicable to all work as herein defined whether such work has been awarded as a subcontract or a building contract, which work is the subject of a building construction collective bargaining agreement containing a subcontract clause, or whether such work has been awarded as a prime contract. Further, this Agreement is applicable to steel erection and piledriving, whether subcontracted to a specialty subcontractor or not.

**RECOGNITION  
ARTICLE 3**

**WHEREAS**, the Employer and the Union desire to establish a mutually satisfactory and proper collective bargaining relationship and to provide for the amicable and cooperative settlement of all questions arising out of the Employer and the Union and its members relating the Employer's construction work:

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

The employer recognizes the union as the sole collective bargaining agent for its employees concerning wages, hours and all other terms and conditions of employment in respect to the classification of work referred to in this Agreement.

(T) The union has jurisdiction for all tunneling operations, including but not limited to subways, sewer, water, vehicular and utility tunnels and all shafts, manholes and access ways, whether in compressed air or free air or by soil solidification methods or otherwise, whether in rock or in soft ground and whether driven by liner plate, by shield or otherwise. Such operations are hereinafter collectively referred to as "the trade." (T)

**NON-LRD EMPLOYERS  
ARTICLE 4**

The Union agrees that each and every employer not a member of the Labor Relations Division, Hudson Valley Region New York State Chapter, Inc., AGC or the CIC, shall sign this collective bargaining agreement prior to the employment of laborers under this Agreement, except those employers having national Agreements with the International Laborers' Union. Such national contractors shall furnish the Union with a written statement binding them to all the terms and conditions of the Agreement between the Laborers' Local No. 17 and the Labor Relations Division, Hudson Valley Region New York State Chapter, Inc., AGC and the CIC, prior to employment of laborers.

**PRE-JOB CONFERENCE  
ARTICLE 5**

There shall be a mandatory pre-job conference. The Employer agrees to meet with the Union for a pre-job conference prior to commencement of any work on the subject project and the same shall apply to any and all subcontractors.

In the event that an employer violates this article, the Union may serve a five (5) day notice of intention to strike on such employer. If the Employer does not comply within five (5) days, the Union may strike such employer without such action being a violation of the no strike clause of this contract. Where a subcontractor has not had a pre-job conference the five (5) day notice shall also be served on the prime contractor.

#### **SUBCONTRACTOR CLAUSE ARTICLE 6**

When an employer, party to this Agreement, prime, general or other category of contractor sublets any work covered by this Agreement, he shall be responsible for the subcontractor living up to all provisions of this Agreement and said subcontractor shall be a recognized A.F.L.-C.I.O. Building Trades Contractor. Such contractors as hereinbefore described hereby guarantee the payment of Welfare; Pension; Training; L.E.C.E.T.; Annuity; S.U.F.; L.P.L./P.A.C. and Working dues deductions as required by this Agreement, by any subcontractor whom they employ or retain, provided the general contractor is notified prior to completion of the subcontractor's work in his particular job. If subcontractor fails to pay wages due employees on specified pay day, the prime contractor must meet payroll or pay penalties as provided for in the contract.

#### **UNION SECURITY ARTICLE 7**

All present employees who are members of the Union on the effective day of this Agreement shall as a condition of employment maintain their membership in the Union. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members of the Union as a condition of their employment after the seventh (7th) day following the beginning of their employment or the effective date of this Agreement, whichever is the later. Failure of any employee to comply with the provisions of this Article shall, upon request of the Union, result in the termination of such employee. The Employer shall not justify any discrimination against an employee for non-membership in the Union.

(a) If he has reasonable ground for believing that such membership was not available to the Employee on the same terms and conditions generally applicable to other members or:

(b) If he has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the

employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

## **WORKING FOREMAN**

### **ARTICLE 8**

A Labor Foreman shall be employed to lead the work of a gang that consists of four (4) or more men. Transfer of grade, maintenance of grade is to be under the direction of a Foreman. No more than fifteen (15) men shall be under the direct supervision of a Foreman. On every job lasting more than five (5) days, each Labor Foreman employed on the job shall receive a minimum of forty (40) hours of pay each payroll week at straight time rates (exclusive of overtime), regardless of the number of days in any particular week after the first five (5) days worked by such Foreman except when all laborers activity ceases on job or when a particular operation requiring a Labor Foreman is completed and company has no further employment available at that particular time. If Foremen are recalled within that particular payroll week of layoff, they shall receive the (40) hour guarantee. No foreman shall be allowed to be employed on a salary basis.

(a) The members of each gang shall be given orders only by the Labor Foreman of such gang or other authorized supervisory personnel when foreman is not at work station. The gang Foreman shall receive orders only from the Employer or from a person specifically designated for that purpose by the Employer.

(b) When a paid holiday falls within the work week, Foremen shall receive a minimum of 40 hours' pay, exclusive of overtime. It is further agreed that the supervisor shall not do Foremen's work.

(c) When Foremen, General Foremen, Stewards covered under this agreement are required to furnish their own transportation, the rental rates and conditions shall be negotiated by the Employer and the Employee. When an agreement is reached, the Business Manager shall be notified immediately.

(d) Foremen shall receive Class 4 Rate as per wage schedule.

(e) General Foremen, asbestos, toxic, lead or hazardous material abatement foremen shall receive \$1.00 over Class 4 Rate.

**WORK WEEK  
ARTICLE 9**

The regular work-week shall be forty (40) hours from Monday through Friday, and the normal day shall consist of eight (8) hours with one-half (1/2) hour for lunch. The starting time shall be set by the Employer except that starting time shall not be changed from day to day. The work day must start no sooner than 6:00 a.m. except as may be otherwise mutually agreed upon by the employer and the union. The standard starting time shall be 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:40 a.m. or 8:00 a.m. A dual starting time may be established for asphalt paving operations when mutually agreed upon between the employer and the union. A 9:00 a.m. start shall be allowed when required by State D.O.T. or other government agency specification or contract. Lunch will be no later than the fifth hour of normal work day.

(a) All work performed prior to established starting time, or lunch time and after eight (8) hours, will be paid at the overtime rate. Overtime work and pay shall be at the rate of 1 to 30 minutes - 1/2 hour; 31 to 60 minutes - 1 hour.

(b) All Saturdays, Sundays and Holidays shall be deemed to start at 12:01 a.m. of the Saturday, Sunday or Holiday and continue for twenty-four (24) hours.

(c) With respect to any project that is 100% Federally funded, awarded by a Federal agency, the payment of overtime after eight (8) hours will not apply. Overtime will only be required to be paid after forty (40) hours.

(d) Four (4) ten (10) hour days in a work week may be worked at straight time, unless precluded by State or Federal Law.

(e) On private sector projects of five (\$5) million dollars or less, eight (8) hours of work for five days or ten (10) hours of work for four days can be worked. Friday or Saturday is make-up day to provide a total of forty (40) hours week. Saturdays shall be a minimum no less than four (4) hours work or pay.

(f) The Association and the Union agree that they shall meet at the request of either side for the purpose of reviewing, and if necessary, adjusting by mutual agreement, working conditions which because of special conditions and provisions on job proposals have resulted in or may result in onerous and difficult operating conditions.

(g) An irregular work day can start any time from 5:00 pm to 12:00 am (Midnight). The first eight (8) hours shall be at the straight



time rate plus fifteen percent (15%), Monday-Friday. The shift premium will be paid on public works contracts for off-shift or irregular shift work when mandated by the NYS DOT or other Governmental Agency contracts. The shift premium will be paid on all other projects.

- (h) Where required by job specification or conditions, and by mutual agreement of union and employer, variable starting times may apply for crews.

#### **SHAPE-UP**

##### **ARTICLE 10**

Two hours or actual hours held but not worked shall be paid to employees reporting to work and being prevented from working for any reason whatsoever, provided they remain on the job site the first two hours. If an employee is called and reached at least two (2) hours prior to start time, no shape time will be paid. If employees start work, they shall receive no less than four (4) hours pay. If work continues after the first four hours, employees shall receive 8 hours pay exclusive of overtime, except in the case of inclement weather in which the employee shall be entitled to hours worked.

(a) Saturday shall be an overtime day and shall be paid at time and one-half (1-1/2) the rates, as set forth herein. Shape-up time on Saturday shall also be paid at time and one-half (1-1/2). (In the event that an employee shall start work, he shall receive no less than four (4) hours at time and one-half (1-1/2). For work after the first four (4) hours, an employee shall receive actual hours worked paid at time and one-half (1-1/2).

(b) Sundays and Holidays shall be an overtime day and shall be paid at double the hourly rate set forth herein. Shape-up time on Sundays and Holidays shall also be paid at double time. (In the event that an employee shall start work, he shall receive no less than four (4) hours at double time. For the work after the first four (4) hours, an employee shall receive actual hours worked paid at double time.)

#### **HOLIDAYS**

##### **ARTICLE 11**

The following are considered paid holidays even though they may fall on Saturday or Sunday. To be eligible for holiday pay an employee must work at least two (2) days in the calendar week or payroll week in which the holidays falls. If an employee is employed by an employer for one (1) day only, such employee is not entitled to holiday pay. Employees ordered to work on a Holiday which falls on Monday through Friday will be paid at double the

hourly rate, which shall include pay for the Holiday, including benefit voucher.

If he is not able to work owing to weather, or any other condition beyond his control or that of the Employer, he shall be paid straight time for the holiday, including Pension, Health, Training and L.E.C.E.T. Employees must report for work the day before and the first day following the holiday unless prevented from doing so for legitimate reasons to qualify for Holiday pay. He must also be an employee of the company prior to the Holiday to qualify for Holiday pay.

New Year's Day  
President's Day  
Memorial Day  
Independence Day

Labor Day  
Presidential Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

When any of the said recognized Holidays fall on Saturday or Sunday and are celebrated any day before or after the Holiday, Saturday or Sunday, such days shall be considered as the Holiday and paid for as such. Employees ordered to work on a holiday which falls on a Saturday, shall be paid two and one-half (2-1/2) times the regular hourly rate for all hours worked on that day (which shall include pay for the holiday). Shape-up time on a recognized holiday falling on a Saturday shall be paid at two and one-half (2-1/2) times his hourly rate.

Employees ordered to work on a holiday which falls on a Sunday and is observed on Monday, shall be paid double times the regular hourly rate for all hours worked on that day. Shape-up time on a recognized Holiday falling on Sunday shall be paid at double times his hourly rate. Whenever a holiday falls on a Saturday the employer has the option of either working or not working the Friday before the holiday. In either option the employee shall receive a minimum of eight hours pay for the Saturday holiday, including benefit voucher.

(a) Except for the Holidays set forth above, it is agreed that if the laborers lost work by the observance of the other holidays by other trades, they shall be compensated for such holiday eight (8) hours at the straight time rate.

#### **PROTECTIVE WORK GEAR ARTICLE 12**

The Employer shall furnish to the Employees covered by this Agreement, all tools, instruments and appliances, including raincoats, hats, rubber boots, rubber pants, etc., requisite for

the purpose of their work. Employee shall return all such gear when requested by the Employer. However, the furnishing of raingear by the Employer shall not make it mandatory for an employee to start work if weather conditions are such that it is unreasonable and unsafe for him to do so; and the employee under these unique conditions shall not be denied his normal shape-up time.

(a) No employee shall be required to wear used boots unless they are of the overshoe type.

(b) Gloves for protective purposes shall be provided by the Employer on those operations, such as drilling, where they are necessary.

(c) Employer must furnish a toilet on said job in accordance with the rules of the Department of Health of a particular municipality. He must furnish a first aid kit on all jobs; and must also furnish a sufficient supply of drinking water and paper cups for drinking (New York State Law) at all times. The Employer must furnish the Shop Steward and Foreman with the proper keys to these places. Ice should be supplied for drinking water by the contractor.

(d) Employees injured at work shall be paid for the time spent going to the doctor's office for treatment at the time of the injury. If the doctor certifies that the employee is unable to return to work that day, the injured employee shall be paid for the balance of that working day.

(e) The Employer shall provide suitable and sufficient buildings with heat and proper sanitary facilities conveniently located on the property where the Employer's construction work will be carried on for the welfare of the employees, insofar as it is practicable.

(f) The Employer shall furnish the employees a safe and clean place for their lunch period.

#### **PAY DAY**

#### **ARTICLE 13**

All employees from Local No. 17 and its jurisdiction shall be paid in United States currency on or before 12 noon, Friday of each week, and no check will be accepted unless agreement is first reached between the Employer and the Union. The Employer shall not hold back more than seven (7) days wages at any one time, and they shall furnish a weekly receipt for social security, unemployment and disability insurance deducted from wages. Any contractor failing to pay at the specified day and hour shall pay the employees waiting time at the rate of double time, but not to exceed eight (8) hours, until such employees are paid in full. In

such event the employees shall first receive the waiting time before actual time is considered.

(a) No employee shall be laid off except for just cause.

(b) An employee discharged from any job shall be paid all wages including voucher, due to him before the end of his shift. If employer is approved to pay by check, lay-off or discharge pay must be provided within 24 hours.

#### WAGE RATES - HEAVY AND HIGHWAY

#### ARTICLE 14

#### ZONE A

All Orange County, Ulster County, Sullivan County, parts of Green County (Township of Catskill), parts of Delaware County (Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith and Davenport) \*Dutchess County and parts of \*Columbia County (Townships of Greenport, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont and the City of Hudson)

\*Included for asbestos, lead, toxic and Hazardous waste abatement and any other environmental related work.

	<u>7-1-05</u>	<u>7-1-06</u>	<u>7-1-07</u>
Flagperson Rate Class 1	\$22.80	\$23.95	\$25.15
Laborer Rate Class 2	27.85	28.65	29.50
Premium Rate Class 3	31.75	32.55	33.40
Foreman Rate Class 4	32.75	33.55	34.40
Health Benefit Fund	4.30	4.50	*4.50
Pension Fund	5.25	5.50	*5.50
Training/Education Fund	1.05	1.05	*1.05
L.E.C.E.T. Fund	.35	.40	*.40
Annuity Fund	2.75	3.00	*3.25
S.U.F.	.60	.70	*.75
Working Dues Deduction	- 1.40	- 1.40	- 1.40
District Council Deduction	-.15	-.15	-.15
L.P.L./P.A.C. Deduction	- .10	- .15	- .15

\$.50 to be allocated 7/1/07

NOTE: L.E.C.E.T. - Laborers' Employers Cooperation & Education Trust.

S.U.F. - Supplemental Unemployment Fund

L.P.L./P.A.C. - Laborers' Political League/Political Action Committee

The proper taxes must be withheld from gross wages before Working Dues, District Council Dues and L.P.L./P.A.C. deductions are made.

**Wage Rates Heavy & Highway**  
**ZONE B**

All Otsego County, parts of Chenango County (Townships of Columbus, Sherburne and New Berlin).

	<u>7-1-05</u>	<u>7-1-06</u>	<u>7-1-07</u>
Flagperson Rate Class 1	\$21.85	\$22.65	\$23.50
Laborer Rate Class 2	21.95	22.75	23.60
Premium Rate Class 3	24.80	25.60	26.45
General Foreman Rate Class 4	25.80	26.60	27.45
Health Fund	4.30	4.50	*4.50
Pension Fund	5.25	5.50	*5.50
Training Fund	.30	.30	*.30
L.E.C.E.T. Fund	.35	.40	*.40
Annuity Fund	2.75	3.00	*3.25
S.U.F.	.60	.70	*.75
Working Dues Deduction	-1.30	-1.30	-1.30
District Council Deduct	-.15	-.15	-.15
LPL/PAC	- .10	- .15	- .15

\*\$.50 to be allocated 7/1/07

Note: L.E.C.E.T. - Laborers Employers Cooperation & Education Trust.

S.U.F. - Supplemental Unemployment Fund

L.P.L./P.A.C. - Laborers' Political League/Political Action Committee

The Proper taxes must be withheld from gross wages before L.P.L./P.A.C., Working Dues and District Council Dues Deductions are made.

## Classifications

Flag Person Rate Class 1 Flagperson, gateperson.

Laborer Rate Class 2 General laborer, chuck tender, handling and distributing of drinking water, distributing all tools and supplies of laborers, AFL-CIO trades tenders, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, scaffold builder, concrete curb and sidewalk form setter, permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitmen, dumpmen, snow removal and firewatch, asphalt man, asphalt prep, joint setter, signal person, pipelayer, pipe lining and relining, wellpoints, conduit and duct layer, wire puller, rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete, brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher and form setter for curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, laser men, groundmen on milling machine. \*Laborer Steward if 15 laborers or less on job. \*\*Micropaving and cracksealing.

Premium Rate Class 3 Asbestos, toxic, bio remediation and phyto remediation, lead or hazardous material abatement when protective clothing and equipment is required, forklift for masonry only, asphalt screedman. Laborer Steward if more than 15 laborers on job. All air, hydraulic or similar type drills.

Foreman Rate Class 4 All working foreman, blaster, all laborers involved in shaft, tunnel, caisson, pipejacking and boring operations.

\*Shall receive \$1.50 over Class 2 Rate.

\*\*Micropaving and cracksealing laborers shall receive \$2.00 over Class 2 Rate.

APPRENTICESHIP RATES

<u>ZONE A</u>	<u>7-1-05</u>	<u>7-1-06</u>	<u>7-1-07</u>
1st Year(1-1000 hrs)	\$16.83	\$17.40	\$18.01
2nd Year(1001-2000 hrs)	19.89	20.57	21.28
3rd Year(2001-3000 hrs)	22.95	23.73	24.56
4th Year(3001-4000 hrs)	26.01	26.90	27.83
Health Fund	4.30	4.50	*4.50
Pension Fund	5.25	5.50	*5.50
Training Fund	1.00	1.00	*1.00
L.E.C.E.T.	.15	.15	*.15
S.U.F.	.60	.70	*.75
Working Dues Deduction	-1.40	-1.40	-1.40
D.C.Dues Deduction	-.15	-.15	-.15
LPL/PAC	- .10	- .15	- .15

<u>ZONE B</u>			
1st Year(1-1000 hrs)	\$13.58	14.16	14.76
2nd Year(1001-2000 hrs)	16.05	16.73	17.45
3rd Year(2001-3000 hrs)	18.52	19.31	20.13
4th Year(3001-4000 hrs)	21.00	21.88	22.82
Health Fund	4.30	4.50	*4.50
Pension Fund	5.25	5.50	*5.50
Training Fund	.25	.25	*.25
L.E.C.E.T.	.15	.15	*.15
S.U.F.	.60	.70	*.75
Working Dues Deduction	-1.30	-1.30	-1.30
D.C. Dues Deduction	-.15	-.15	-.15
LPL/PAC	- .10	- .15	- .15

\$.50 to be allocated 7/1/07.

**WORKING CONDITIONS**  
**ARTICLE 15**

(a) Where CMI, Du-All or similar type fine grade machines are used, the driving of all steel pins or wooden stakes; transferring of all grades, NOT including initial layout and offset transit work; placing and setting of all brackets to grade marks; and stringing of central line shall be the work of laborers. It is understood, however, that the Laborers' jurisdiction commences after the completion of transit work by the Survey Party.

(b) Where wagon drills, air tracks, joy drills, jib rigs, hydraulic drills, and similar type drills are being used there shall be a helper for each drill operator at all times. Where automatic feed (carousel) is used for drilling, and no change of steel is required, no helper will be required.

(c) The work of Pit man and Dump man shall be performed by Laborers.

(d) When dumping concrete from centralized mix concrete trucks such as dump crete or similar type trucks, the operation of the levers from the ground shall be done by laborers.

(e) The Union must be given 48 hours advance notice from the Employer when employees with special skills are required.

(f) Temporary off-site gravel or material pits, the material from which is to be used exclusively for a particular project covered by this agreement, shall be operated under the terms of this agreement, when the pit is owned, leased, operated or under the control of the General Contractor or another corporation or company of which the majority ownership is held by the General Contractor or its majority owner or owners.

(g) When employees are required to work in deep water, sewage water, or other extreme conditions, wages and conditions shall be negotiated by the Business Manager and Employer.

(h) The Employer agrees to the principle of a coffee break for employees, as per past practice in the areas.

(i) The Employer may use pick-ups, panel or small station wagons, passenger cars and other similar non-productive vehicles for transporting personnel and hand tools.

(j) Classifications and rates not covered by this Agreement will be subject to negotiation between the Company and the Union.



(k) An employee shall be paid for the entire day, including overtime, at the rate applicable to the highest classification in which he has worked that day, if he works 4 or more hours in the higher classification.

**SAFETY  
ARTICLE 16**

(a) No employee shall be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property in violation of an applicable statute, court order, or governmental regulation relating to safety of person or equipment.

(b) In the event that the Employer violates Section (a) above, a withdrawal by the Union of the services of the employee or employees engaged in the particular operation shall not be in violation of this contract by the Union.

(c) The Employer and the Union do hereby agree to work together to promote safety on the job for the benefit of all employees. Safety rules and regulations will be made known to all employees and the use of safety equipment will be continually promoted by both parties.

(d) 1. The Union and the Employer agree that willful neglect and failure by an employee to obey company safety rules and regulations; or to obey safety rules, standards and regulations as prescribed pursuant to the Occupational Safety and Health Act or other governmental regulation or legislation; or to use properly such safety devices or equipment as are provided by the Company shall be just cause for discharge and it shall be the decision of the Union as to whether recourse will be had to the grievance procedure of this Agreement.

2. The Union agrees to cooperate with the company in requiring employees to observe the safety regulations prescribed by the company and to wear properly and utilize safety equipment as required by the company and to work in a safe manner. A copy of the company safety program shall be furnished to each employee at the time of employment. Employee's signature shall be proof of acknowledgement. Company is required to provide a copy to the union.

3. The Union further agrees that Union representatives visiting job sites shall obey all company safety rules and regulations and shall obey all safety rules, standards and regulations prescribed pursuant to the Occupational Safety and Health Act or other governmental regulation or legislation, and shall wear and use

properly all safety devices or equipment employees on the job are required to wear and use. All such safety equipment required to be worn shall be furnished by the Employer.

4. Respirator Testing. The Union agrees to participate in required respiratory medical and fit safety examination of laborers for respirator use.

#### **EQUAL EMPLOYMENT OPPORTUNITY ARTICLE 17**

The Employer and the Union mutually agree that they will comply and cooperate with all laws, codes, rules, regulations, executive orders and administrative decisions, whether state or federal, dealing with non-discrimination in training, membership, employment, job tenure, promotions and every other matter covered by such laws, codes, etc., not herein expressly mentioned. The use of the masculine or feminine gender in this agreement shall be construed as including both genders.

#### **WATCHMEN AND SECURITY GUARDS ARTICLE 18**

When Watchmen and Security Guards are needed for the security of the contractors equipment and material or for State safety precautions or patrol, it shall be the work of the laborers covered by this Agreement.

When Watchmen and Security Guards service is subcontracted, the provisions of the article shall apply equally to such subcontractors. Watchmen and Security Guards shall not be included in the labor force nor be considered as covered by conditions applying to the normal labor force.

Contractors shall furnish adequate transportation with heaters for all watchmen required requisite for the purpose of performing their work. Watchmen and Security Guards shall not be replaced without the consent of the Union. When Watchmen and Security Guards agree to use their own transportation they shall be paid at the rate of twenty-five cents (\$.35) per mile for each round trip for the mileage incurred to perform their work on the job. Contractor shall also furnish any additional insurance on the Employee's vehicle when required.

**WATCHMEN RATES: HEAVY AND HIGHWAY  
MINIMUM OF FORTY (40) HOURS**

	<u>7-1-05</u>	<u>7-1-06</u>	<u>7-1-07</u>
Watchmen & Secur. Guards	\$14.00	\$15.00	\$16.00
Health Benefit Fund	4.30	4.50	*4.50
Pension Fund	5.25	5.50	*5.50
Training/Educational	.25	.25	*.25
L.E.C.E.T.	.20	.20	*.20
Working Dues Deduction	-.60	-.60	-.60
LPL/PAC Deduction	-.10	-.10	-.10

\*Additional \$.50 per hour to be allocated 7-1-07.

Note: L.E.C.E.T. - Laborers Employer Cooperation &  
Education Trust

L.P.L./P.A.C. - Laborers' Political League/Political Action  
Committee.

The appropriate taxes must be withheld from gross wages before  
Working Dues and LPL/PAC Deductions are made.

**TEMPORARY HEAT  
ARTICLE 19**

Where coke, oil, bottled gas or similar type salamanders or heating  
units are used to provide the temporary heat required for the  
drying of masonry, concrete work and any other purpose, they shall  
be attended by laborers. The Union and the Employer shall negotiate  
the terms and conditions for this work beyond the normal work week.

**SHIFT WORK  
ARTICLE 20**

(a) On shift work the straight time work-week shall be considered  
to start with 12:01 a.m. on Monday and end 12:00 midnight  
Friday. Overtime on shift work shall be provided in Articles 10 and  
11.

(b) The 2<sup>nd</sup> and 3<sup>rd</sup> shift shall receive a 15% shift differential.

(c) When no designated lunch period has been provided wherein all  
work shall be suspended, each employee shall be entitled to  
sufficient time to eat lunch.

(d) All employees employed on Saturdays, Sundays, and holidays, shall be guaranteed a full shift period. Compensation for work performed on these shifts shall be as follows:

- 1st shift Saturday at time and one-half;
- 2nd shift Sunday and holidays at double time;
- 2nd and 3rd shifts, Saturday, employees shall be paid at 1.65 times the straight time hourly rate.
- 2nd and 3rd shifts, Sundays and Holidays, employees shall be paid at 2.15 times straight time hourly rate.

(e) No more than one shift shall be employed on any job without an agreement first being reached by the Employer with the Union in respect to the hours of work and the rates of pay to be applicable to such shift or shifts desired by the Employer.

(f) A minimum of five (5) consecutive work days shall constitute a shift.

(g) On contracts where two (2) shifts are employed by mutual consent of the Union and the Employer: they shall be of equal work hours per shift. The second shift shall be paid at the rate of \$1.65 times the hourly rate of pay. All hours worked beyond the eight (8) hours of the shifts shall be paid at the prevailing overtime rate as set forth herein.

(h) The shift premium will be paid on public works contracts for off-shift or irregular shift work when mandated by the NYS DOT or other Governmental Agency Contracts. The shift premium will be paid on all other projects.

#### **SHOP STEWARD ARTICLE 21**

The General Contractor recognizes the right of the Union to appoint one of its members to act as Shop Steward on the General Contractor's payroll immediately upon the commencement of any laborer activity on the job by the General Contractor or any subcontractors, which are covered under this Agreement. The said Steward shall remain employed on such job despite any layoff until the completion of all laborer activity on the job by the General Contractor or his subcontractors which are covered by this Agreement.

(a) The Steward(s) shall be paid during any winter shut-downs whenever there is any laborer activity on the job covered under this

Agreement with the exception of the Watchmen or with prior notice to the union that incidental non-productive work is going to occur. This provision with regard to completion of jobs shall be determined by the representative of the Union and the Employer.

(b) The Shop Steward shall be recognized by the Employer. Shop Steward shall have a reasonable amount of time, with pay, during working hours, to perform his duties as Shop Steward. Shop Stewards shall not be discriminated against by the Employers for performing their duties. The Shop Steward shall be given preference of all available employment (hours and job assignment) and shall be the last employee laid off. It shall be the duty of the Shop Steward to decide jointly with supervision on all questions pertaining to inclement weather.

(c) To carry out these duties the Shop Steward is to be on the job at all times when any laborers are working or laborers work is being done, including overtime and until the job is completed, he shall be the last laborer on the job. No laborer in the unit shall be required to work on the job unless the Shop Steward is notified and given the opportunity to be present.

(d) The subcontractor shall compensate the Shop Steward for all hours worked on jobs that are in excess of the hours worked by the General Contractor provided the Union has not appointed a Steward with the subcontractor.

(e) Shop Steward Rates: In determining the rate of the Steward, the Laborer employees of a subcontractor shall be included in the count of employees. Shop Stewards shall have top seniority on the job.

(f) If fifteen (15) or less laborers, including foreman, are employed on the job, the Shop Steward shall be paid by the Employer at the laborer rate of pay, Class 2 plus \$1.50 and guaranteed a minimum of forty (40) hours, exclusive of overtime.

(g) If more than fifteen (15) or more laborers including foremen are employed on the job, said Shop Steward shall receive premium rate of pay, Class 3, and be guaranteed a minimum of forty (40) hours, exclusive of overtime.

(h) Laborer Steward shall be notified prior to any hiring or layoff.

(i) Whenever shift work is agreed upon by the Employer and the Union, the Business Manager (Union) shall have the right to appoint a steward on each shift as he deems necessary.

**BUSINESS MANAGER  
ARTICLE 22**

The Business Manager or other duly authorized representatives of the Union shall be permitted to visit the job at all times for the following purpose:

(a) To investigate the working conditions on the job, to ascertain whether the provisions of the agreement are being fully complied with, to investigate grievances, and to confer with the employer in reference to employer-employee relations.

(b) The Employer and the Union agree to mutually cooperate and consult with each other with respect to all aspects of safety, accident prevention, health, medical facilities and medical treatment to the end that the health, safety and welfare of the employees working on the job may be adequately and properly promoted and protected and the prosecution of the work efficiently carried on.

**NO STRIKE CLAUSE  
ARTICLE 23**

(a) It is mutually agreed that there shall be no strikes, lockouts or job slowdowns, subject to the terms of this agreement, until all efforts to adjust the dispute have failed, provided, however, that no member of the Union shall be required to work against his will with non-union employees, and provided, further that no employees shall be required to go through the picket line of any other union or to perform any work if a labor dispute exists between the employer and another labor organization; and any cessation of work by any individual by reason of any of the aforesaid, shall not be deemed or held a breach of this agreement.

**GRIEVANCE PROCEDURE  
ARTICLE 24**

In the event that any grievance, claim or dispute of any kind whatsoever arises between the parties hereto against the other, by reason of or with respect to any of the provisions of this agreement, including any claim or violation or alleged violation of any provision contained in this agreement and including any disagreement relating to the interpretation or application of this agreement, the parties hereto shall attempt to adjust the same by negotiation. If they are unable to adjust the same within forty-eight (48) hours after request for such adjustment has been made, then the said grievance, claim or dispute shall be submitted

to arbitration at any time thereafter, upon the request of either party as follows:

The parties shall agree upon the selection of an arbitrator. The decision of the arbitrator shall be final, binding and conclusive upon the parties hereto. The expenses of the arbitrator shall be borne equally by the Employer and the Union.

#### **EMPLOYER OBLIGATIONS ARTICLE 25**

All provisions of the labor law of the State of New York and all other provisions of law and regulations including the obligation of the Employer to provide necessary Workmen's Compensation, Social Security, Unemployment Insurance, New York State Disability Insurance, etc., are hereby incorporated in this agreement and made a part hereof, and the Employer agrees to comply with and perform all such obligations.

#### **SHAFT, TUNNEL AND CAISSON SHIFT WORK ARTICLE 26**

(T) (a) In case of two or three shifts, the basic work week in free air shall commence at 8:00 a.m. Monday morning and end at 8:00 a.m. on Saturday morning, with eight (8) consecutive hours constituting the regular work day for each shift; and a lunch period of one-half (1/2) hour without loss of compensation shall be allowed to the employee on each shift. The mealtime shall start four (4) hours from the starting time of the shift. For the purpose of computation of Holidays, Saturday and Sunday, the day shall be deemed to commence at 8:00 a.m. of the day in question and to end at 8:00 a.m. of the succeeding day. (T)

(T) (b) Employees working a double shift will be paid for the second shift at time and one-half (1-1/2). (T)

(T) (c) Regardless of number of shifts employed on the job, any work performed prior to starting time, specified lunch period and after quitting time shall be paid at the premium rate of pay. (T)

(T) (d) The time of entering or leaving the portal or top of shaft opening shall constitute the beginning or end of each shift. (T)

(T) (e) In the event employees do not enter or leave respective portal or shaft nearest their assigned changehouse, employees shall be furnished transportation and paid up to the time employees are returned to their respective portal or shaft opening. (T)

(T) (f) Whenever shift work is agreed upon by the Employer and Union, the Business Manager (Union) shall have the right to appoint a steward on each shift as he deems necessary.

**TUNNEL WORKING CONDITIONS & SAFETY REGULATIONS**  
**ARTICLE 27**

(T) The Employer and the Union agree to mutually cooperate and consult with each other with respect to all aspects of safety, accident prevention, health and medical facilities and medical treatment to the end that the health and safety and welfare of the employees working on the job may be adequately and properly promoted and the prosecution of the work efficiently carried on. (T)

(T) 1. The Employer shall keep someone on the surface at all times to notify the Heading Crews of approaching thunder storms. (T)

(T) 2. Roof supports to be maintained in safe conditions at all times. Whenever roof conditions are unsafe the employees shall put the roof in a safe condition. (T)

(T) 3. A powder man to be with the powder car at all times. (T)

(T) 4. No dynamite shall be removed from the powder car to the jumbo until all electric power has been shut off to at least 150 feet from the heading. After the holes have been drilled in the face and blown out and the employees are ready to load the holes with dynamite, the electricians shall be instructed to shut off the power in the heading. Only the loading lights on the motor car should be used to light up the face where the employees are loading. The powder car is never to be brought up to the face until the power has been shut by the electrician. (T)

(T) 5. No one is to ride on a motor car except the brakeman and powder man. Every employee, regardless of position, is to be informed that under no circumstances whatsoever may anyone ride on the motor car except the following:

- (a) Powderman
- (b) Brakeman
- (c) An injured employee being transported to shaft
- (d) Supervision when necessary.

This rule should be strictly enforced and provisions made for disciplining any who violate it. No employee shall obscure the vision of the motorman. (T)



(T) 6. No motor car to move without a brakeman and until brakeman has given signal to the motor man, except in emergencies. (T)

(T) 7. If a walker wants the signal changed, he should do so through the brakeman. All engineers should be instructed that they are not to move the motor car until the brakeman gives them a clear and definite signal, except in emergency. (T)

(T) 8. Man cars to proceed in and out of tunnel at safe speed at all times. Man car should be pulled at all times and never pushed. Man cars must be equipped with proper seating. (T)

(T) 9. In each heading the shifter shall be the only one who may pull the blasting switch and shall be the last employee out after the entire crew is moved back off the blasting switch. (T)

(T) 10. Signal men to remain at their posts at all times to signal cage and assist loading and unloading employees and material. (T)

(T) 11. Telephones leading into the heading shall be in first class order and as close to the heading as possible. Also teletalk shall be kept in repair at shafts. (T)

(T) 12. The cage to move only on signal man's signal and he will enforce the law. Employees entering the cage must do so at the point where the signal man is stationed and he shall not signal to raise the cage if other employees over the posted capacity enter the cage. (T)

(T) 13. Proper scaling of the heading must be done before the jumbo comes in and at all other times. (T)

(T) 14. Employer to furnish rubber gloves and protective ointment for all employees to be issued by shifter in his respective gang. (T)

(T) 15. Care should be taken when blowing out holes at any time while the employees are working in the vicinity of the face or while they are doing any work on lagging or tightening roof pins and the shifter should order employees out of the way when blowing holes is going on. (T)

(T) 16. The air in the tunnels must be kept at rate of purity, prescribed by the Bureau of Mines. (T)

(T) 17. Goggles and face masks to be supplied to employees when blowing out cars or blowing off tracks or when preparing for invert in concrete. (T)

- (T) 18. A safety motor car to be kept at all times in the vicinity of the heading while drilling. (T)
- (T) 19. Safety chains or bolts to be provided on all air headers at all times while the employees are in the heading. (T)
- (T) 20. No new employees to be broken in on mucking machine while full crew working. (T)
- (T) 21. No welding between shooting switch and heading shall be done while the powder is in the heading. (T)
- (T) 22. In shafts and tunnels when hoist cage is out of operation all work shall cease, until repaired and all employees under ground shall be notified immediately. (T)
- (T) 23. Any accidental stoppage or abnormal reduction of air flow from ventilating system underground shall be immediately reported to the Superintendent. Unless such condition is immediately corrected, work in the area affected by such stoppage shall cease and the workers affected shall be removed to a safe area. (T)
- (T) 24. The wings of the jumbo shall be held level at all times when employees are working on it. Also great care must be exercised in lowering the wings. The wings on the jumbo shall be held in a level position only by the two arms and supports that ordinarily keep it in position. (T)
- (T) 25. For cleaning of invert - two miners will be on blow pipe, to alternate one (1) hour on and one (1) hour off - other employees holding or pulling blow pipe hose will be paid at miners rate of pay. (T)
- (T) 26. Tending of cable for muckers and all handling, to be done by a chuck tender. The grinding of bits is to be done by a miner. (T)
- (T) 27. There shall be one chuck tender for each hammer head being used on the Jumbo in the drilling operation at the heading. (T)
- (T) 28. The work of Pit man and Dump man shall be performed by Laborers. (T)
- (T) 29. Shift Steward shall be appointed by the Union and shall be recognized as the safety miner of his respective shift and shall receive premium rate of pay, Class 2. He shall also change shifts and remain with his respective crew.
- (T) 30. Any new type drilling machines used in the heading not covered by this Agreement will be subject to negotiations between

this Company and the Union. The operation of any or all machines used for drilling rock or otherwise in shaft or tunnel, caisson or surface shall be the work of the miner under the jurisdiction of Local No. 17. (T)

(T) 31. There will be a laborer at all times with top and bottom Bell Man. (T)

(T) 32. The Employer agrees to give the Union forty-eight (48) hours advance notice of the Employer's intent to start heading or shaft gang. This shall not bar hiring without such notice to the extent that emergencies or unusual conditions beyond the control of the Employer shall have rendered it impracticable to give such notice. (T)

(T) 33. Toxic and hazardous waste, lead abatement and asbestos abatement shall apply to shaft tunnel and caisson work as well.

#### **FIRST AID AND PERSONAL COMFORT ARTICLE 28**

(T) 1. A thoroughly trained first aid crew should be on hand at each tunnel. (T)

(T) 2. Stretchers to be supplied in tunnel to remove the injured. (T)

(T) 3. First Aid Crew on topside should immediately be notified by telephone of any serious injuries. All employees, no matter how slight the injury, must report to the first aid office for treatment in accordance with the state law. (T)

(T) 4. An adequate supply of blankets to be part of stretcher equipment, which will include four (4) blankets. (T)

(T) 5. An adequate supply of ambulances. There should be at least one ambulance at each shaft and each portal, and each ambulance is to be fully equipped including blankets, proper stretcher and bed. Also the ambulance should be heated so that the injured persons will not suffer while being transported in cold weather. (T)

(T) 6. Whenever an employee is transported by ambulance to a doctor or hospital, he shall be accompanied by one of the first aid men. (T)

(T) 7. A changehouse shall be provided for each job whether the work is being done in free air or compressed air. If secondary

shafts are used the distance between any such secondary shaft and the changehouse shall not be excessive. The dressing room of the changehouse shall contain individual lockers for all employees with suitable facilities for drying out of work clothes and washing, and there shall be showers with plenty of hot and cold water with soap obtainable at all times. Hot coffee, milk and sugar shall be furnished to employees coming off shifts. Coffee urns and drinking cups shall be kept in clean and sanitary condition. The dressing room shall be kept in clean and sanitary condition and properly ventilated. There shall be a changehouse man to each shift. (T)

(T) 8. Drinking water. Provision should be made for an adequate supply of clean, cool water in containers that can readily be transported from place to place with paper cups in a sealed container to keep dirt and dust from getting into them. The shifter shall appoint one employee in the crew who shall be responsible for seeing to it that the water is taken out before each shot and brought back as soon as mucking starts and the water containers kept filled. (T)

(T) 9. All employees must be sober while on the job and infractions should be reported to proper authorities. (T)

(T) 10. No walker to do any work of any employee. (T)

(T) 11. No threats or abusive language to be used by anyone. (T)

(T) 12. No breaking of shunts on caps until all holes are loaded. (T)

(T) 13. The high-balling of cars shall be conducted at a speed consistent with the safety of the employees. (T)

(T) 14. Within a period of twenty (20) minutes after the heading has been blasted, no employee except the shifter shall be required to approach closer than three hundred fifty (350) feet to the face but will do any work required in back of said 350 feet. (T)

(T) 15. Proper sanitary toilet facilities shall be maintained inside tunnel at all times. (T)

(T) 16. The Employer shall furnish the employees a safe and clean place for their lunch period. (T)

**HEALTH, PENSION, TRAINING/EDUCATION, L.E.C.E.T.,  
S.U.F. AND ANNUITY FUND  
SINGLE VOUCHER PAYMENT  
ARTICLE 29**

(a) Health Benefit Fund -- The Employer shall contribute a weekly sum as specified in "Wage Rate Schedule" for all employees covered by this Agreement, to a Health Fund, known as the "Laborers Local No. 17 Health Fund", which is administered pursuant to law by trustees equally representing the Union and the Employer under an Agreement and Declaration of Trust dated April 15, 1952 to which agreement this Employer is automatically bound, and which said agreement, as modified is incorporated herein as though fully set forth.

(b) Pension Fund -- The Employer shall contribute a weekly sum as specified in "Wage Rate Schedule" for all employees covered by the Agreement, to a Pension Fund, known as the "Laborers Local No. 17 Pension Fund" which is administered pursuant to law by trustees equally representing the Union and the Employer under an Agreement and Declaration of Trust dated July 14, 1964, to which agreement this Employer is automatically bound, and which said agreement, as modified, is incorporated herein as though fully set forth.

(c) With respect to the Health Benefit, Pension Fund and Annuity Funds, it is understood and agreed that the Union shall be deemed to be a contributor.

(d) Training/Educational Fund -- The Employer shall contribute a weekly sum as specified in "Wage Rate Schedule" for all employees covered by this Agreement, to a Training/Educational Fund, known as the "Laborers Local No. 17 Training/ Educational Fund", which is administered pursuant to law by trustees equally representing the Union and the Employer under an Agreement and Declaration of Trust dated July 1, 1981 to which Agreement this Employer is automatically bound, and which said Agreement, as modified is incorporated herein as though fully set forth.

(e) L.E.C.E.T. Fund -- The Employer shall contribute a weekly sum as specified in "Wage Rate Schedule" for all employees covered by the Agreement, to a Laborers-Employers Cooperation and Education Trust Fund, known as "Laborers Local 17 L.E.C.E.T. Fund" which is administered pursuant to law by trustees equally representing the Union and the Employer under an Agreement and Declaration of Trust dated July 1, 1990, to which agreement this Employer is automatically bound, and which said agreement, as modified, is incorporated herein as though fully set forth.

(f) S.U.F. Fund -- The Employer shall contribute a weekly sum as specified in "Wage Rate Schedule" for all employees covered by this Agreement, to a Supplemental Unemployment Trust Fund, known as "Laborers Local 17 S.U.F." which is administered pursuant to law by trustees equally representing the Union and the Employer under an agreement and declaration of trust dated July 1, 2002, to which agreement this Employer is automatically bound, and which said agreement, as modified is incorporated herein though fully set forth.

(g) The Employer agrees to purchase, in advance, vouchers to cover contributions to the health benefit, pension, training/educational, Annuity Fund, L.E.C.E.T., S.U.F. and deductions for the working dues, district council dues and L.P.L./P.A.C. The Employer shall issue the proper amount of vouchers to each employee equal in value to the total due that week. One (1) voucher per hour will be issued for all straight time hours, all overtime hours, all shape time hours, and all holiday hours not worked. For holidays worked, one (1) additional voucher will be issued for each hour worked. The employees shall receive the vouchers in an envelope each payday. The voucher purchasing order will indicate where the stamps are to be purchased. For additional information you may contact the Benefit Fund office at (845) 565-6878. Vouchers will be numbered serially, color coded with different colors for each year of issue. They shall be registered in the name of the purchasing Employer.

(h) It is understood that the Union shall refuse to furnish employees to any Employer until there is satisfactory evidence that the Employer has purchased the vouchers. Such refusal by the Union shall not be deemed a breach of this Agreement.

(i) An employee discharged or laid off from any job shall be paid all wages and benefit vouchers due to him at the end of his shift. A grace period of seven (7) days shall be given in regard to vouchers on lay-off only. After seven days, failure to issue vouchers on lay-off shall result in a two (2) hours per day addition in benefit voucher to be paid to said employee.

(j) Annuity Fund - The Employer agrees to abide by and comply with the Trust Agreement, Plan, Rules and Regulations of the Laborers Local 17 Annuity fund as adopted and as the same may be amended from time to time. The aforesaid Trust Agreement, Plan, Rules and Regulations are hereby incorporated in this agreement by reference as fully set forth.

For the period beginning July 1, 2000, the Employer shall contribute to the Annuity Fund the amount set forth in Article 14 for each hour worked, including overtime and holiday hours paid.

(f) S.U.F. Fund -- The Employer shall contribute a weekly sum as specified in "Wage Rate Schedule" for all employees covered by this Agreement, to a Supplemental Unemployment Trust Fund, known as "Laborers Local 17 S.U.F." which is administered pursuant to law by trustees equally representing the Union and the Employer under an agreement and declaration of trust dated July 1, 2002, to which agreement this Employer is automatically bound, and which said agreement, as modified is incorporated herein though fully set forth.

(g) The Employer agrees to purchase, in advance, vouchers to cover contributions to the health benefit, pension, training/educational, Annuity Fund, L.E.C.E.T., S.U.F. and deductions for the working dues, district council dues and L.P.L./P.A.C. The Employer shall issue the proper amount of vouchers to each employee equal in value to the total due that week. One (1) voucher per hour will be issued for all straight time hours, all overtime hours, all shape time hours, and all holiday hours not worked. For holidays worked, one (1) additional voucher will be issued for each hour worked. The employees shall receive the vouchers in an envelope each payday. The voucher purchasing order will indicate where the stamps are to be purchased. For additional information you may contact the Benefit Fund office at (845) 565-6878. Vouchers will be numbered serially, color coded with different colors for each year of issue. They shall be registered in the name of the purchasing Employer.

(h) It is understood that the Union shall refuse to furnish employees to any Employer until there is satisfactory evidence that the Employer has purchased the vouchers. Such refusal by the Union shall not be deemed a breach of this Agreement.

(i) An employee discharged or laid off from any job shall be paid all wages and benefit vouchers due to him at the end of his shift. A grace period of seven (7) days shall be given in regard to vouchers on lay-off only. After seven days, failure to issue vouchers on lay-off shall result in a two (2) hours per day addition in benefit voucher to be paid to said employee.

(j) Annuity Fund - The Employer agrees to abide by and comply with the Trust Agreement, Plan, Rules and Regulations of the Laborers Local 17 Annuity fund as adopted and as the same may be amended from time to time. The aforesaid Trust Agreement, Plan, Rules and Regulations are hereby incorporated in this agreement by reference as fully set forth.

For the period beginning July 1, 2000, the Employer shall contribute to the Annuity Fund the amount set forth in Article 14 for each hour worked, including overtime and holiday hours paid.

Benefits may be extended to Employees and paid Officers of the Union, and Employees of the Laborers Local 17 Annuity Fund, provided that contributions are paid on the same basis as other Employees on behalf of such persons by the Union and Annuity Fund.

**WORKING DUES - CHECK-OFF  
ARTICLE 30**

(a) The Employer shall deduct a sum as specified in "Wage Rate Schedule" for each hour worked by all employees covered by this Agreement for a Working Dues Check-Off.

(b) No deduction shall be made for working dues for any such employee unless the employee has deposited with the Employer a copy of an executed authorization form which shall in no event be irrecoverable for a period of more than one year or the termination date of this Agreement, whichever shall be the less. Executed copies of the authorization cards will be kept on file by the Union.

(c) The Employer assumes no obligation with respect to the obtaining of authorization cards, it being understood that this is the duty and obligation of the Union.

(d) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the company in reliance upon authorization cards furnished by the Employees and/or Union.

**LABORERS' POLITICAL LEAGUE (L.P.L.) AND  
LOCAL POLITICAL ACTION COMMITTEE (P.A.C.) CHECK OFF  
ARTICLE 31**

The Employer shall deduct a sum as specified in "Wage Rate Schedule" for hour worked by all employees covered by this Agreement for a L.P.L. and P.A.C. Check-Off.

No deduction shall be made for L.P.L. and P.A.C. for any such employee unless employee has deposited with the Employer a copy of an executed authorization form which shall in no event be irrecoverable for a period of more than a year or the termination date of this agreement, whichever shall be the less. Executed copies of the authorization cards will be kept on file by the Union.



The Employer assumes no obligation with respect to the obtaining of authorization cards, it being understood that this is the duty and obligation of the Union.

The Union shall indemnify and save the Employer harmless against claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the company in reliance upon authorization cards furnished by the Employees and/or the Union.

**DURATION OF JOB BIDS, OLD AGREEMENT  
ARTICLE 32**

(a) The parties agree that as a result of these negotiations any project or job having been awarded through the medium of bids under the expired contract that the hourly rates of pay contained in said expired contract dated May 1, 2002 - April 30, 2005 shall continue to prevail for a period effective July 1, 2005 - December 31, 2005 at which time the rates of pay effective at that time shall prevail as contained herein.

(b) The six month bid duration clause above shall not apply in the following situations and the newly negotiated rates shall prevail effective July 1, 2005.

1. The Steward's hourly rate.
2. Health, Welfare and Pension contributions, etc.
3. Any conditions of improvement regarding employment as negotiated herein.

(c) It is understood and agreed that the duration clause contained in "A" above, shall continue to prevail after the expiration of this Agreement (July 1, 2007 - December 31, 2007 for wages only).

**BENEFIT REPORTING FORMS  
ARTICLE 33**

(a) Each Employer shall furnish the Local 17 Benefit Fund Office with periodic reports as required by the Fund showing the names, social security numbers, hours worked and location of job by each employee performing work covered by this Agreement.

(b) Subcontractor covered by Article 6 shall furnish reports on a monthly basis.

(c) In the event that no workers are employed during a report period, a negative report and/or final report shall be filed.

(d) Report forms are to be furnished by the Fund Office.

#### AUDIT PROVISIONS

##### ARTICLE 34

(a) The books and records of each employer bound by this agreement pertinent to employment of employees covered by this agreement shall be made available at all reasonable times for inspection at the office of the contractor and audited accountants of the Health & Welfare, Pension, Training, L.E.C.E.T., S.U.F. or Annuity Funds including without limitation, payroll records, W2 forms, New York State employment reports, social security reports, insurance company reports, all supporting vouchers and any other items concerning payroll. Inspection shall be restricted to verification of payments made and/or due to the funds as here-in-before mentioned. Cost of inspection shall be borne by the respective funds involved. If the employer is delinquent he shall bear full cost of inspection and audit. (Delinquency is defined as continual late payments, not honest errors).

(b) It is understood and agreed that the association signatory to this agreement shall not be responsible, legally or otherwise, for any delinquents, defaults or violations of this article on the part of its individual members.

(c) The Union will provide the Associations of the Hudson Valley with a signed copy of this agreement with any employer who is not a member of the Association.

(d) The trustees shall have the power to require any employer who does not make proper and timely contributions as required by its collective bargaining agreement to pay in addition to such contributions:

1. Interest per annum on the amount due at one (1%) percent over the prime interest rate charges by the First National City Bank of New York City or its successors to substantial and responsible commercial borrowers as of the date of the employer's default in contributions to the Fund provided, however, that such interest shall not be less than six (6%) percent per annum.

2. Any expenses incurred in the auditing of such employer's books and records.

3. Where legal action has been instituted, reasonable attorney's fees.

**DRUG/ALCOHOL ABUSE POLICY & PROGRAM**  
**ARTICLE 35**

The Employers and the Union affirm that construction jobsites subject to this agreement must be alcohol and drug free.

Alcoholism and drug dependency is recognized by medical, public health authorities, the employers, and the union as a disease. Excessive use of alcohol or other drugs by workers impairs their ability to function, contributes to increased absenteeism and the violation of safety rules. This in turn disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do a conscientious job. This combination of factors is recognized as giving a potentially damaging effect on the American construction industry and it endangers the job security of the worker and the safety and well being of everyone at the jobsite.

A copy of the company substance abuse program shall be furnished to each employee at the time of employment. Employee's signature shall be proof of acknowledgement. Company agrees to provide a copy to the union.

**SAVINGS AND SEPARABILITY**  
**ARTICLE 36**

In the event that any State or Federal Statute or Law shall supersede or invalidate any clauses in this Agreement, such Statute or Law shall prevail over any such clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that any portion thereof shall be declared invalid, it is further agreed that the Parties hereto shall meet within a period of sixty (60) days to redraft a new section or portion thereof, which shall be valid and which shall replace that section or portion thereof declared invalid. In the event that any State or Federal Statute or Law concerning prevailing wage requirements is changed, a Joint Study Committee shall be established to address problems related to changes in said prevailing wage requirements.

**DURATION OF AGREEMENT  
ARTICLE 37**

All of the provisions, conditions and terms of the Agreement shall be retroactive to the 1st day of May 2005 and shall expire on April 30, 2008. The Agreement shall automatically be renewed from year to year thereafter unless modified or terminated by either party giving to the other party, not more than one hundred twenty (120) days nor less than sixty (60) days, written notice prior to the next termination date, of its desire to modify or terminate this agreement. In the event this agreement is renewed it shall be deemed to contain all the terms and conditions of the next succeeding Agreement between the Association and the Union.

**BOND REQUIREMENT & VOUCHER ESCROW DEPOSIT  
ARTICLE 38**

The contractor must post a surety bond based upon the estimated highest month of benefit expense or a certified check equal to that amount or in lieu of a surety bond or certified check. The contractor can agree to purchase in advance and leave on deposit at the Union Office a minimum of the estimated highest two weeks of benefit vouchers for the job. Upon completion of the job the vouchers less any outstanding benefit obligation will be returned to the contractor in the form of a refund.

Based on prior payment history the Union has the right to waive this requirement.

**FAVORED NATIONS CLAUSE  
ARTICLE 39**

(1) If the Union enters into any agreement with any individual employer or group of employers performing work covered by the terms of this Agreement and that Agreement provides for more favorable wages, hours, or conditions to any other Employer, the Employers signatory hereto, after sending written notice of such intention, shall be afforded the privilege of such advantageous terms and conditions.

(2) This clause shall not apply to isolated or emergency situations which may occur from time to time under regular conditions, nor shall this clause apply to any project agreement that is put in place before the bid.

(3) This clause does not restrict the union from organizing non-union/open shop firms as per past practice, or new practices which may develop or be tried.

**APPRENTICESHIP  
ARTICLE 40**

(1) New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborer (or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever possible, enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

(2) The Apprenticeship and Training Standards approved by the Federal Bureau of Apprenticeship and Training or State Apprenticeship Committee are hereby incorporated by reference as a part of this Agreement.

(3) The Apprentice wage rates shall be posted under Article 14.

(4) The Employer may pay a higher rate at its option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid.

(5) The Employer shall pay an Apprentice the fringe benefit package as described in this contract.

(6) Entry into the apprenticeship program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An Apprentice advances from one hours-of-credit and wage-rate category to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice.

(7) The Employer shall participate in the apprenticeship program by accepting apprentices for employment upon referral by the Union. The employer is not obligated to accept more than one (1) Apprentice for every five (5) Journey Workers commencing with the sixth laborer employed.

(8) The Employer may not employ an Apprentice until at least one Journey Worker is employed and thereafter may not employ more than one (1) Apprentice for every additional three (3) Journey Workers.

(9) An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full range of craft skills, the JATC may request the Local Union to reassign the Apprentice to other employment in order to provide that experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all reassignments.

(10) An Apprentice shall not work on the jobsite unless supervised by a Journey Worker.

(11) An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).

(12) The Union's obligation to provide apprentices is limited to the availability of persons participating in an approved apprenticeship program. Apprentices will be referred to contractors on a first come first referred basis.

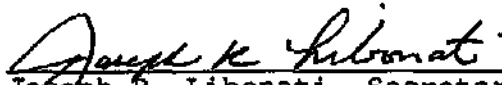
(13) Following completion of 4000 hours full contract wages and benefits will be paid. All other conditions and terms of the agreement apply to apprentices.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly subscribed by their duly authorized representatives the day and year first above written:

FOR THE UNION:



L. Todd Diorio, Business Manager

  
Joseph R. Libonati, Secretary-Treasurer

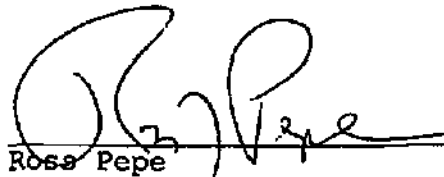
  
Jeffrey T. Diorio, President

  
Dean Tamburri, Executive Board Member

  
Richard Messina, Executive Board Member

**FOR THE EMPLOYERS:**

Labor Relations Division, Hudson Valley Region  
Associated General Contractors of America  
New York State Chapter, Inc., and Construction Industry  
Council of Westchester & Hudson Valley Region, Inc.



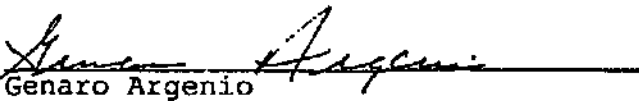
Ross Pepe



Jonas Havens



Brandon Ciccone



Genaro Argenio



It is herewith agreed that all the terms and conditions in this agreement attached hereto and effective May 1, 2005 and thereafter as hereinbefore specified are applicable to and are binding upon the Employer named below.

Name of Firm and Address

\_\_\_\_\_  
\_\_\_\_\_

Phone Number & Area Code (    ) \_\_\_\_\_

I do hereby acknowledge that I have received a copy of the Collective Bargaining Agreement between the Associated General Contractors of America, Labor Relations Division, Hudson Valley Region, New York State Chapter, Inc., AGC, and Construction Industry Council of Westchester and Hudson Valley, Inc., and Laborers Local No. 17 and agree for and on behalf of the Employer named above that said Employer will comply with all of the terms and provisions of this Agreement. I further certify that I am duly authorized by said Employer to execute and deliver this consent.

I, \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title  
of, \_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Post Office Address and Zip Code

\_\_\_\_\_  
Area Code and Telephone Number and Fax Number

\_\_\_\_\_  
Workers Compensation Carrier and Number

\_\_\_\_\_  
Federal ID Number                      NYS ID Number

Signed: On this \_\_\_\_\_ day of \_\_\_\_\_.